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JS-6

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 COACH, INC., a Maryland Corporation;  
12 COACH SERVICES, INC., a Maryland  
13 Corporation,

14 Plaintiffs,

15 vs.

16 GOODY THRIFT STORE AND 99  
CENTS, an unknown business entity;  
17 ROSA RIVERA, an individual, and  
DOES 1-10, inclusive,

18 Defendants.  
19







CASE NO. CV-12-06790-FMO (AJWx)


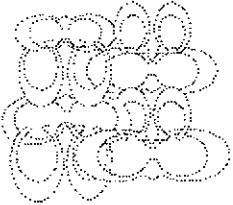
**~~[PROPOSED]~~ ORDER RE CONSENT  
JUDGMENT INCLUDING A  
PERMANENT INJUNCTION AND  
VOLUNTARY DISMISSAL OF ACTION  
WITH PREJUDICE**

20 WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. ("Plaintiffs" or  
21 "Coach") and Defendants Goody Thrift Store & 99 Cents and Rosa Rivera  
22 ("Defendants") have entered into a Settlement Agreement and Mutual Release as to the  
23 claims in the above reference matter. Defendants, having agreed to consent to the  
24 terms below terms, it is hereby **ORDERED, ADJUDGED, and DECREED** as among  
25 the parties hereto that:

26 1. This Court has jurisdiction over the parties to this Final Judgment and has  
27 jurisdiction over the subject matter hereof pursuant to 28 U.S.C. § 1331, 1338.  
28

2. Coach is the worldwide owner of the trademark "COACH" and various composite trademarks and assorted design components (collectively "Coach Marks"). Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s).	Registration Date
"COACH"	751, 493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847 2,534,429	06/15/1999 01/29/2002
	1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
 Signature "C" Logo	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009

1 2 3 4 5 6 7 8 9	 Coach "Op Art" Mark	3,696,470	10/13/2009
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28		3,012,585	11/08/2005

3. Plaintiffs have alleged that Defendants' purchase and sale of products which infringe upon the Coach Marks constitutes trademark counterfeiting, trademark infringement, trade dress infringement, false designations of origin and false descriptions, federal trademark dilution, trademark dilution under California law, and unfair competition under California law. Without admitting to liability, Defendants have agreed to all terms set forth herein.

4. Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, either directly or contributorily, in any manner, including but not limited to:

(a) Manufacturing, importing, purchasing, distributing, advertising, offering for sale, and/or selling any products which bear designs identical, substantially similar, and/or confusingly similar to the Coach Marks;

(b) Using the Coach Marks or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise;

(c) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Plaintiffs' genuine merchandise as genuine Coach merchandise;